

June 20, 2003

Mary L. Cottrell, Secretary
Department of Telecommunications & Energy
Commonwealth of Massachusetts
One South Station, Second Floor
Boston, MA 02110

Re: Docket No. DTE 03-63, Investigation by the Department of Telecommunications and Energy to Establish a Surcharge to Recover Prudently Incurred Costs Associated with the Provision of Wireline Enhanced 911 Services, Relay Services for TDD/TYY Users, Communications Equipment Distribution for People with Disabilities, and Amplified Handsets at Pay Telephones

Dear Secretary Cottrell:

Please accept this letter in lieu of comments of Conversent Communications of Massachusetts, LLC ("Conversent") in the above captioned matter. As stated in Conversent's Petition to Intervene, in April of 2003, Verizon back billed Conversent in excess of \$500,000 for E-911 infrastructure charges for the period of September of 2000 to December 31, 2002. Conversent does not know why Verizon failed to provide it with a timely wholesale bill for these charges. However, by failing to provide Conversent with a timely bill, Conversent is not in a position to be able to pass through these charges to its retail customers.

Under Verizon's DTE 17 Tariff, Verizon is required to "bill on a current basis all charges incurred by...the CLEC under this tariff attributable to services...provided during the preceding billing period."¹ It is true that § 4.1.2 of Part A of Verizon's DTE No. 17 Tariff also states that in addition to the current month's charges "the monthly bill may also include previously unbilled charges or other billing adjustments." However, Verizon's presentation of a bill in April of 2003 for a period that covers from September of 2000 through December of 2002 is unreasonable on its face and if permitted by the Department would eviscerate the language in ¶ 4.1.1 A that Verizon be required to "bill on a current" basis.

Conversent has asked Verizon why it has failed to provide Conversent with a timely bill but has not been provided with an answer. If Verizon is permitted to back bill Conversent for these charges, in part or in whole, it will in effect require Conversent to absorb these charges.

¹ DTE MA No. 17, Part A, § 4, ¶ 4.1.1 A.

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This hardly seems fair to Conversent since it is not responsible for Verizon's untimely bill. Accordingly, the Department should not approve any back billing for E-911 charges that are more than 60 to 90 days past current, unless Verizon has a very compelling reason for not billing these charges when they were current.

In determining what may or may not be a reasonable period for back billing, the Department should consider that Conversent does not back bill its retail customers for unbilled charges beyond a 90 day period. Even if it wanted to, Conversent couldn't back bill for charges beyond 90 days because in a competitive environment its retail end-users would never stand for it. Conversent suspects that Verizon would never attempt to back bill its retail business customers beyond 90 days either for the same reason. Accordingly, it is neither fair nor commercially reasonable for Verizon to attempt to pass on these unbilled charges to Conversent in this manner. Conversent is not sure what effect this matter will have on the E-911 deficit because it does not know how it was computed. Conversent urges the Department to ensure that the past and future costs of E-911 services be implemented in a manner that is fair and reasonable.

Thank you for your attention to this matter.

Sincerely,

Scott Sawyer
Vice President and Counsel

SS/pf

CC: Service List